P.O. Box 2231
Aston, PA 19014-0231
877-5-SUNEAST
www.suneast.org

Online Banking and SunPay, Bill Payment Agreements and Disclosures

The terms and conditions of this Agreement shall apply to and govern your electronic access and use of all Sun East Federal Credit Union ("Sun East") online banking services ("Service" or "Services") currently offered or that may be offered in the future. In this Agreement, the words "Credit Union," "us," "we," "our," or "Sun East" means Sun East Federal Credit Union and all agents, independent contractors, designees, or assignees of Sun East. The words "you,", "your," "signer," and "owner" refer to you the member(s)/owner(s)/signer(s), as well as anyone you permit to access your account(s). The word "Services" refers to all online services, including but not limited, to Online Banking, Mobile Banking and SunPay Bill Payment and Presentment. All agreements, disclosures, rules and regulations applicable to your account, including other agreements you have with Sun East, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified.

For any reason and at any time we may alter, change, or otherwise create new policies concerning the terms of this Agreement. You will receive notice of changes in the manner that is required by law or under the terms of this Agreement. Unless otherwise provided by law, or unless no change is required, you will receive notice of changes within thirty days of the effective date of the change. If you have elected to receive notices and disclosures electronically and to the extent permitted by law, we will supply you with such notices via email or alert you to the availability of such notices on our website.

ACKNOWLEDGEMENT. You agree that by using the Services, or allowing another to access your account(s) via the Services, that you have received a copy of, and agree to be bound by, the most recent Agreements and Disclosures of Sun East, including *Sun East Federal Credit Union Depository Agreement and Disclosure*, *Schedule of Fees and Charges*, the *Rate Schedule*, the *Account Schedule*, the *Privacy Notice*, the *Electronic Banking Services Agreement Account and Disclosure*, and these *Online Banking Agreements and Disclosures*. These Agreements and Disclosures constitute the agreement between you and us related to the Services and supplement any other agreement or disclosure related to any of your accounts. In the event of a conflict between these Agreements and Disclosures and any other agreement or disclosure related to any of your Accounts, any statement by our employees or agents, or any representation or statement relating to the Services, these Agreements and Disclosures shall control. If any part of these Agreements and Disclosures are deemed invalid, the remainder will remain in full force and effect. Sun East reserves the right to amend, modify, revoke, or cancel the Services and the terms of these Agreements and Disclosures in accordance with applicable law. By using the Services after the effective date of any change or amendment, you agree to that change or amendment. You may not assign these Agreements and Disclosures, or any of your rights or responsibilities under these Agreements and Disclosures, to any other party. We may assign these Agreements and Disclosures, and any or all of our rights and/or responsibilities under these Agreements and Disclosures, or delegate any or all of such rights and responsibilities, to any third party or parties.

YOUR RESPONSIBILITY FOR COMPLYING WITH THIS AGREEMENT. Each owner of an account for which the Service is established is responsible, jointly and individually, to meet the terms of this Agreement. These obligations continue until you notify us to terminate the Service or we cancel your Service for a reason permitted by law or this Agreement. Each owner is responsible for all obligations incurred as a result of authorized use of the Service until you or we terminate the Service(s). Termination of the Service will not relieve you of obligations incurred prior to termination. This obligation to the Credit Union will continue even if an owner is later relieved of the obligation by an agreement or court order to which we are not a party, such as a divorce decree. We are not subject to any agreement or court order to which we are not a party.

No release from the obligations under this Agreement will be valid unless (a) in writing and signed by an authorized Credit Union employee or (b) pursuant to a court order in an action to which the Credit Union is a party.

CONSENT TO ELECTRONIC DELIVERY. You specifically agree to receive and/or obtain any and all Sun East Online Banking related *Electronic Communications* via Online Banking, Mobile Banking, SunPay and/or email. The term *Electronic Communications* includes, but is not limited to, any and all current and future notices and disclosures that we provide to you electronically, as well as documents, statements, data, records and all other communications regarding your relationship with Sun East. You acknowledge that you meet the hardware and software requirements to access Online Banking (refer to docs.suneast.org/disclosures for our current computer requirements) and can retain Electronic Communications by printing and/or downloading and saving agreements, Electronic Communications, documents, or records related to all Sun East online services. You accept Electronic Communications provided via Online Banking, Mobile Banking, SunPay and email as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

TERMINATION OF ELECTRONIC DELIVERY. You have the right to withdraw your consent to receive/obtain Electronic Communications at any time. You acknowledge that Sun East reserves the right to restrict or terminate your access to Online Banking if you withdraw your consent to receive Electronic Communications. You may withdraw your consent by:

Writing us at:
Sun East Federal Credit Union
P.O. Box 2231
Aston, PA 19014

Telephoning us at:
877-5-SUNEAST • 877-578-6327

Or, emailing us at:
OnlineServices@suneast.org

ELECTRONIC SIGNATURE. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing.

COMPUTER REQUIREMENTS. The Service requires you to have certain computer capabilities, which we may change from time to time without prior notice to you. Refer to docs.suneast.org/disclosures for our current computer requirements.

You are solely responsible for obtaining, installing, maintaining and operating your computer and your internet access. We will not be responsible for errors, deletions, failures, or damages of any kind that occur because of malfunctions of your computer, software or internet service. We will not be responsible for any virus that affects your computer or software while using our Service.

EMAIL ADDRESS. A current, valid email address is critical to our successful delivery of the Service to you. You agree to maintain an active email account at all times. You further agree not to hold the Credit Union liable for sending these disclosures and/or communications to such address. Any fees assessed by your mobile phone carrier are your sole responsibility.

If for any reason the email address you provide us changes or becomes inoperable for more than a short period of time, you agree to contact us immediately so that we can arrange to provide you with Electronic Communications through other means. Your email address can be updated in Online Banking by clicking on the “My Settings” link and then the “Update email options” link, by calling the Credit Union, or visiting a branch near you.

Unencrypted email is not secure. You should not rely on email if you need to communicate with us immediately; for example if you need to stop payment on a check, to report a lost or stolen card, or an unauthorized transaction. You should not use email, or reply to any email, to send us your personal or any confidential information. We will not take action based on your email request until we actually receive your message and have a reasonable opportunity to act.

Through the website we may, at our option, send one or more email alerts on transactions or other activities pertaining to your Accounts visible through the Service. In addition, upon signing on to the application, you may select to receive specific email alerts for specific accounts for delivery to your email address on record with us. Both Credit Union-initiated Alerts and Member-Initiated Alerts are emails covered by this Section. This email alert service shall not modify any right or obligation that you or we may have under applicable law or any agreement with the Credit Union. By using the Service and selecting specific email alerts, you acknowledge and agree we shall have no liability if any other person accesses, views, uses or discloses your email notification content as all emails are sent via unencrypted means through an unsecured Internet. You understand and agree that delivery of email notification is not guaranteed and may be subject to delay or non-receipt due to reasons that are not under the Credit Union's control. You also agree that we are not responsible for any action not taken by you due to an alert or transaction triggering an alert. Any fees associated to receipt of these alert notifications that are applied by your Internet service provider are your sole responsibility. Alert notifications will never include full account information, User IDs, or passwords. Some information regarding balances and transactions may be included. You hereby consent to Credit Union's delivery of those alerts to the email address on its records, and you acknowledge that anyone with access to your personal email account may be able to access this information. This means that a person who is able to access your email will be able to see information relating to your bank account contained in this alert. This service is provided for informational use only and should not replace your normal banking habits or processes. Credit Union may stop the alert notifications at any time, or may begin to charge a fee as determined.

USER RESPONSIBILITY FOR ONLINE SECURITY. To sign on to the Service, you are required to input your Username/ Member Number and PIN. After initial online setup, you will be required to select your own Username and Password. To help safeguard your security, you should change your password frequently. Your password can be changed within the Service. Do not write your password anywhere or store it on your computer. If you forget your password, use the "I can't access my account" process in the Service or call us at 877-5-SUNEAST • 877-578-6327 to regain access. Notification of unauthorized use must be provided via telephone at 877-5-SUNEAST • 877-578-6327. You should never include your password in any verbal, written, faxed, or email communication with us or anyone. No Sun East employee will ever ask you for your password or PIN.

You acknowledge that maintaining confidentiality of your account(s) is your responsibility. You agree to maintain your account information and online Username and Password in strict confidence in order to prevent unauthorized access to your account(s) and the Service. You further agree to immediately notify us of any unauthorized use, or potential unauthorized use, of the Service or account(s), or of any suspicious or unexplained activity in your account(s). You acknowledge that anyone with whom you share or who otherwise uses your Username and Password will have access to your account(s) for all purposes, including making withdrawals, regardless of ownership of such accounts. You further acknowledge that you will be responsible for any access to and from your account for any purpose.

ONLINE USER AUTHENTICATION AND SECURITY PROCEDURES. We reserve the right to deny access to the Service or reject a transaction on your account(s) without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to the Service or before authorizing an online transaction from an account. Such verification may be in any form we determine appropriate and may include, without limitation: 1) verification of Username/Member Number, PIN or password; 2) verification of personal information contained in Credit Union records; 3) correct response to previously submitted personal questions, sometimes referred to as "security" or "challenge" questions; 4) correct response to questions devised from public records and consumer reporting agencies on subjects only the user likely would have personal knowledge, sometimes called "out of wallet" or "knowledge based authentication" questions; 5) verification of online activity by simultaneous contact through a non-online channel, sometimes

called "verify by phone" or "out of band" authentication; or 6) any verification procedure that we may determine appropriate.

In the event you do not successfully provide the information requested, we may, at our sole discretion: 1) refuse a transaction; 2) require you to contact us by phone or in person at a branch for further validation of identity; 3) cancel the Service; and/or 4) take any security precautions we deem appropriate to prevent unauthorized use of the Service or the account(s).

LOG-ON SECURITY: Your session will be automatically logged off if you have reached your current timeout period without activity. This is to reduce the risk of unauthorized use if you inadvertently leave your computer unattended with the Service open. When you return to your computer, you will be prompted to re-enter your Username and Password, and your session will continue.

SECURITY TECHNOLOGY: Online Banking uses Secure Socket Layer (SSL) encryption. The system will typically warn you if your Internet Browser does not have sufficient capacity to support our encryption system. If SSL is securing your communications with us, the appearance of a small padlock icon near the URL should change to indicate this fact. The servers hosting the Service have been certified by "Certificate Authority" to assure you that you are actually talking to Service instead of someone pretending to be the Service. Depending on the age of your browser, you may see that "Certificate Authorities" have expired. If this happens, you must update it on your browser. The Service will pass an encrypted cookie to your computer during your Online Banking sessions. These cookies do not collect any personal information about you. The cookies allow you to process several transactions without re-entering your Security Code for each transaction. The cookie is destroyed when you log off of Online Banking, close your browser, or turn off your computer.

SECURITY NOTICES: In addition to the security features described above, there may be other security-related notices posted on our web site or within the Service from time to time. You are responsible for reading all security notices.

NO SECURITY WARRANTY: Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that either the Service or data transmitted using the system will be free from monitoring or access by others.

SERVICE AVAILABILITY. If you enroll in the Service, you may start using the Service immediately. The Service is generally available 24 hours-a-day, 7 days-a-week. The system may be temporarily unavailable from time to time for maintenance, due to high Internet traffic volume, or for other reasons beyond our control. If this happens, please try your transaction again later. We are not responsible for any delays you have in accessing or using the Service.

ONLINE SERVICES. Sun East's Online Banking Service is an electronic banking service that permits you to perform many finance-related functions on accounts linked to the Service through the use of your Internet-connected device. Unless indicated otherwise, "accounts" refers to all of your share and loan accounts with us that you have linked to online banking.

a. **You can use Online Banking to:**

- Transfer funds between deposit accounts of the same account number, excluding IRAs and Certificates (See *Limitations* section below).
- Review account balances, available funds, dividends, and at least 24 months of transaction history, and download transaction history regarding your deposit account(s).
- Access other account numbers, providing that access has been pre-authorized in writing by all account owners and assigned by Sun East.
- Set up authorizations to allow other members to receive transfers from your account.
- Review loan balances, available credit, finance charges and payment information, excluding mortgages and student loans.
- Make loan payments from your Sun East deposit account(s) to your Sun East loan(s), excluding mortgages and student loans.

- Make credit card payments to credit card payment share account. Payments made before closing on any business day will be credited that day. However, payment will not reflect in the system until the following business day. (See Card Agreement)
- Access your credit card account.
- Make loan advances from your Sun East Home Equity or Personal Lines of Credit to a Sun East deposit account.
- View images of cleared checks.
- Send secure communication.
- Open an account or apply for a loan.
- Request a Stop Payment. (See *Depository Agreement and Disclosures* for more information.)
- Change account security settings and PIN/Password selections.
- Submit a check copy request
- You may set up or cancel email and text alerts and notifications.
- Access other third party links directly, such as check re-ordering and the debit CU*Rewards* progam.
- Submit debit card fraud claims.

LIMITATIONS

Limits on Non-Personal Transfers and Withdrawals.

As required by Regulation D, during any statement month, you may make up to six (6) withdrawals or transfers from a non-transaction account. A non-transaction account includes your Savings account, Club account, Premier Money Market and Performance Money Market account. Checking or share draft accounts are considered transaction accounts and are not subject to this limitation. Transfers which are held to the six (6) transaction limit include transfers made by Online Banking, Mobile Banking, SunPay Bill Payment, audio response, ACH and overdraft protection transfers. The following types of transaction do not count toward the six (6) per month limit on withdrawals and transfers from non-transaction accounts: (a) transactions made in person; (b) transactions made by messenger; (c) transactions at ATMs. All SunPay payments must be made from a Credit Union checking or share draft account. Refer to the *Electronic Banking Services Account Agreement and Disclosures* for additional information on Limitations.

Account Balance Information. Balances displayed on Online Banking and Mobile Banking may include deposits that we have not yet verified and therefore are not actually available for withdrawal. Online Banking and Mobile Banking balances may also differ from your records due to deposits in progress, checks outstanding, or other circumstances. When a transaction is presented to us via Online Banking or Mobile Banking, we will use the available balance in your account to determine whether to authorize the transaction. Our completion of a transaction does not necessarily mean that there are sufficient funds to pay all items that have not cleared your account.

SUNPAY ONLINE BILL PAYMENT.

Our SunPay Bill Payment Service (the "Service") allows you to schedule bill payments through the Service seven days a week, with payments being issued to designated-Payees only on Business Days. Through the Service you can:

- Receive E-Bills for many of your Payees.
- Initiate bill payment to be paid directly from your Checking Account to merchants, institutions, or individuals with a U.S. address in the amounts and on the days you request.
- Edit and delete these bill payments.
- Designate bill payments to be made on a specified date or on a recurring basis.
- Send an expedited payment. (See *Schedule of Fees and Charges*)

Definitions

“Biller” refers to any payee that provides you with bills, statements or invoices through the Service.

"Business Day" shall mean every Monday through Friday, excluding Bank holidays.

“Cut-Off Time” shall mean the time of day that Payments to be processed that day must be received by Credit Union, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

“Due Date” or “Deliver By Date” or “Delivery Date” shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

“Fee Account” shall mean the checking or similar account for which you are an authorized signer, and from which the Credit Union may automatically debit or otherwise collect all Service fees.

"Funding Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Credit Union may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Merchant" shall mean any business Payee you establish within the Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

“One-Time Payment” shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Payee" shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance/payment delivery address, phone number, account number and account holder name; and to whom you authorize the Credit Union to remit payments on your behalf through the Service.

“Payee List” shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

“Payment” shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

“Payment Amount” shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

"Payment Date" or “Withdraw On Date” or “Withdrawal Date” shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

“Recurring Payment” shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

"Scheduled Payment" shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

"Service Provider" refers to any third party vendor used by Sun East to provide services to the member.

Service Guarantee. The Service provider will bear responsibility for any late payment related charges up to Fifty Dollars ($50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

Responsibility. The Service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor the Credit Union shall be liable for any Payment transaction if:

- You do not have enough money in your Funding Account to complete the transaction;
- A legal order prohibits withdrawals from your account;
- Your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount;
- The transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
- You, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services;
- Any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly;
- You did not provide complete and correct Funding Account, Payment or Payee information;
- You did not properly follow the instructions or terms and conditions for use of the Service;
- You knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment;
- There is a postal delay; or
- Circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

Liability. You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Credit Union and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Credit Union and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify the Credit Union after you learn that you have not received credit

from a Payee for a Payment. The Credit Union and/or Service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be the Credit Union's and/or Service provider's agent. In any event, the Credit Union and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Credit Union and/or Service provider has knowledge of the possibility of them. The Credit Union and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's and/or Service provider's reasonable control. Refer also to the terms provided in the *Electronic Banking Services Account Agreement and Disclosures*.

Setting Up and Maintaining Payees. To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Credit Union reserve the right to refuse or remove a Payee for any reason.

Setting Up Payments. To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Credit Union's control. The Service provider and/or the Credit Union reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two [1 or 2] Business Days) or requires Payments be delivered by check (typically four or five [4 or 5] Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 3:00 p.m. Central Standard Time, but the Service provider and/or the Credit Union may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Credit Union shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

Editing or Canceling Payments. Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process as indicated by the Service, no changes may be made. You may contact Sun East by phone to request a stop payment; however, a stop payment option may not always be available.

Stop Payment. You may request to stop payment after a payment has been processed by contacting Sun East. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Credit Union will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request. (See *Schedule of Fees and Charges*) Stop payments must be completed in conjunction with the terms identified in the *Electronic Banking Services Account Agreement and Disclosures* and *Depository Agreement and Disclosures*.

Exception Payments. Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

Bill Payment Process. The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or federal holidays. The Service will debit your Funding Account or issue a draft against your Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service provider nor the Credit Union shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or d) other circumstances beyond its control.

Authorization. When you schedule a Payment, you expressly authorize the Service provider and/or the Credit Union to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize the Credit Union to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Credit Union. The Credit Union reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and the Credit Union has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree the Credit Union, at its option, may charge any of your accounts at the Credit Union to cover such Payment obligations.

You authorize the Service provider and the Credit Union to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in the event you otherwise receive the benefit of the amount of such incorrectly remitted funds.

Returned Payments. In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and

correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

Fees. For a list of fees, please refer to the *Schedule of Fees and Charges*.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the *Electronic Banking Services Agreement and Disclosures* located in the Disclosures section under Additional Services or, received when you opened your account, which discloses important information concerning your rights and obligations.

Account Security. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

Links to Other Sites. Information that the Service provider or the Credit Union publishes on the World Wide Web may contain links to other sites and third parties may establish links to Service's site. Neither the Service provider nor the Credit Union makes any representations or warranties about any other web site that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service provider nor the Credit Union endorse the products or services offered by any company or person linked to this site nor is the Service provider or the Credit Union responsible for any software or the content of any information published on the site of any third party. Any use of hyperlinks from this site to sites not controlled by us is done at your own risk. Any links purporting to link this site are likewise done at your own risk. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection. Neither the Service provider nor the Credit Union is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Damages and Warranties. In addition to the terms previously disclosed, in this Agreement and other referenced documents including, but not limited to, the *Electronic Banking Services Account Agreement and Disclosures*, the Credit Union and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Credit Union or one of its suppliers. In addition, Credit Union and/or Service provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Credit Union and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. Credit Union and/or Service provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Credit Union nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services, or contained in any third party sites linked to or from Credit Union and/or Service provider's web sites. CREDIT UNION AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. CREDIT UNION AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Additional Remedies. Due to the likelihood of irreparable injury, the Credit Union and Service provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

Receipts and Periodic Statements. Please refer to the *Electronic Banking Services Account Agreement and Disclosures.*

Release of Confidential Information to Third Parties. Please refer to the *Electronic Banking Services Account Agreement and Disclosures.*

Error Resolution. Please refer to the *Electronic Banking Services Account Agreement and Disclosures.*

Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- **Information provided to the Payee.** The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Payee, provide to the Biller your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about the Payee's services and/or bill information.

- **Activation.** Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

- **Authorization to obtain bill data.** Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

- **Notification.** The Service will attempt to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is solely your responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- **Cancellation of electronic bill notification.** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is solely your responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- **Non-Delivery of electronic bill(s).** You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

- **Accuracy and dispute of electronic bill.** The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

MOBILE BANKING. Your enrollment in the Service enables you to access certain features and functionality of the Service by use of an electronic wireless device, such as mobile telephones or tablet devices ("Mobile Banking"). Mobile Banking requires you to have a mobile device with Internet capability. The Credit Union will not provide a mobile device or Internet connection to utilize the Mobile Banking Services.

The following types of account transactions may be completed by using Mobile Banking:

- View account balance;
- View transaction history;
- Initiate a single (not recurring) bill Payment to an established bill payee;
- Perform a funds transfer between Sun East accounts owned by you; and
- View pending bill Payment.

No fees are assessed to enroll in Mobile Banking, to access Mobile Banking, or to complete the types of transactions described immediately above. You may, however, incur charges from your telecommunications carrier when sending or receiving messages to your wireless device. You may also incur charges to receive Internet service on your mobile device. Sun East will not be responsible for any such charges that you may incur.

You acknowledge and agree that the Mobile Banking service is dependent upon the functionality of the telecommunications or Internet service provider that supports your mobile device. Sun East is not responsible for the unavailability or temporary interruption of Mobile Banking due to service interruptions or failure of the device or telecommunications service provider.

Information you provide in connection with Mobile Banking service will be stored on secure servers and protected by advanced encryption techniques. As with all electronic banking, security is contingent upon your responsible behavior in protecting your username and password and your mobile device. You should avoid conducting any Mobile Banking transaction in view of others and should never abandon your device before your transaction is completed.

DISCLAIMER OF WARRANTIES. To the fullest extent permitted by law, we make no representations or warranties of any kind in respect to the Service, either express or implied, statutory or otherwise, including but not limited to implied warranties of merchantability or fitness for a particular purpose, and we hereby disclaim any such representations, warranties and conditions of any kind. We do not represent or warrant that the Service will be uninterrupted, timely, secure or error free, that defects will never arise or will be corrected, or that our website that makes the Service available is free of viruses or other harmful components.

LIMITATION OF LIABILITY. Except as specifically set forth herein or where the law requires a different standard, we shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary or consequential damages, including lost profits, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services, arising from or related to the Service, the inability to use the Service, or otherwise in connection with this Agreement, even if advised of the possibility of such damages.

THIRD PARTY INDEMNIFICATION. Except to the extent that we are liable under the terms of this Agreement or another agreement governing the Service or accounts, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

(a) A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;

(b) Any fraud, misrepresentation, manipulation, or other breach of this Agreement or the Service;

(c) Your violation of any law or rights of a third party; or

(d) The provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of the Service.

ADDITIONAL TERMS:

- You authorize Sun East and the Service to copy, use, modify, display and distribute any information, data, materials or other content as necessary to provide the services you request that are described in this Agreement and Disclosure.
- You grant Sun East and the Service a license to access the web sites and databases of other financial institutions where you hold accounts, as designated by you, to retrieve information and implement fund transfers and other transactions that you request under this Agreement and Disclosure.
- You represent and warrant that you have the right to authorize Sun East and the Service to access your accounts to implement fund transfers and other transactions you request under this Agreement and Disclosure.
- You represent that by disclosing and authorizing Sun East and the Service to use such information, you are not violating any third party's rights.
- You warrant and represent that all information you provide to Sun East and the Service is true, current, accurate, and complete.
- You appoint Sun East and the Service as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access accounts to affect fund transfers and other transactions described in this Agreement and Disclosures and requested by you, with full power and authority to do so and to perform each and every act and thing necessary to be done in connection with implementing requested transactions, including verifying the content and authenticity of fund transfer and other transaction instructions for purposes of security procedures applicable to accounts, as fully to all intents and purposes as you might or could in person.
- You authorize us to select any reasonable and lawful means to implement your transaction instructions.
- You represent and warrant that you are at least 18 years of age, you have read this Agreement and Disclosure, and you agree to be bound by its terms and conditions. You agree that we can and will rely on your warranties, representations, covenants and agreements in this Agreement and Disclosure.

NON-USAGE OF SERVICE. Following 6 months or more consecutive days of inactivity, we reserve the right, at our discretion, to require re-acceptance of this Agreement, require confirmation of user information such as email address, require reset of security settings such as password, discontinue any fee discounts or waivers associated with use of the Service, and/or terminate the Service.

CANCELING THE SERVICE. You may cancel the Service by sending a written notice to Sun East Federal Credit Union, P.O. Box 2231, Aston, PA 19014, or by telephoning us at 877-5-SUNEAST • 877-578-6327. We strongly suggest that you cancel all recurring and future bill payments before you cancel your Service, either by deleting those payments yourself

using the Service or by calling us at 877-578-6327. This will ensure that future payments and transfers made by you will not be duplicated. We may automatically delete, without notice, all outstanding payment orders (all individual payments and all recurring payments) once you cancel the Service.

TERMINATION OF SERVICE. We may suspend or terminate your Service at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may immediately take this action if: you breach this or any other agreement with us; we have reason to believe that there has been or may be unauthorized or illegal use of your account or the Service; or there are conflicting claims to the funds in your account.

Disputes. In the event of a dispute regarding the Service, you and the Credit Union and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, verbal or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Credit Union employee and the terms of this Agreement, the terms of this Agreement shall prevail.

Waiver. The Credit Union and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Credit Union and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

FORCE MAJEURE. Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

Proceed with enrollment for The Service. By clicking on the "**Accept**" button you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with online registration.

(If you do not agree, choose cancel below.)

If you click "**cancel**" you can still enroll in our Online Banking at a later time. You will still be required to accept the Terms of this Agreement.